



407 ETR Concession Company Limited Paperless Billing Terms and Conditions

PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS AS THEY CONTAIN IMPORTANT INFORMATION THAT ARE EFFECTIVE AS OF THE DATE THAT YOU REGISTER FOR PAPERLESS BILLING. WE SHALL PROVIDE THE SERVICES TO YOU ONLY UPON THE FOLLOWING TERMS AND CONDITIONS.

- In these Terms and Conditions:

“you”, “your” and “yourself” mean you, our Customer, and “us”, “we” and “our” mean 407 ETR;

“Act” means the Highway 407 Act, 1998, as amended, supplemented or re-enacted from time to time, including all Regulations there under; a copy of the Act and the Regulations is available on our website at www.407etr.com;

“407 ETR” means 407 ETR Concession Company Limited;

“Notices” mean, individually and collectively, any notice or document that the Act or the Regulation requires or permits us to send other than a notice or document which the Act or the Regulation does not permit us to send electronically;

“Regulation” means Ontario Regulation 138/00 under the Act, as amended, supplemented or re-enacted from time to time; and

“Services” mean, individually and collectively, the provision by us to you of the facility to view and pay your 407 ETR bill on-line using the Internet, and the provision by us to you of any Notice on-line using the Internet or via email, or any element of these services, as applicable.

- It is your responsibility to ensure you have the appropriate hardware and software or Internet access services, to allow proper use of the Services, and to notify us should there be any difficulty in accessing your Paperless Bill or applicable Notices. Any additional hardware and software costs that you may incur to avail yourself of the Services shall be borne by you exclusively.
- We shall respect the privacy and security of your personal information. You agree to provide true, accurate, current and complete information to us in order to use, receive or facilitate the Services. Without limiting the generality of the foregoing, you agree to immediately notify us of any changes to information needed to use, receive or facilitate the Services, including providing us with your new email address, or the cancellation of paperless billing via our website www.407etr.com.
- You agree to provide the Ministry of Transportation of Ontario (or such other comparable governmental ministry or agency that is responsible for the registration or licensing of your vehicle in the jurisdiction in which it is licensed) of any change in your residence address. We are committed to ensuring your Paperless Bills and applicable Notices, if any, are always available. However, in the event that you do not receive or cannot view your Paperless Bill or Notices, if applicable, we cannot be held liable. The responsibility of paying your 407 ETR bill and acting upon applicable Notices remains yours.
- You understand and acknowledge that the preferred methods of payment of your Paperless Bill are one-time credit card payments, pre-authorized credit card payments, pre-authorized bank payments or withdrawals, telephone banking and Internet banking. Printed copies of your Paperless Bill cannot be used to pay balances at a bank or by mailing a cheque to us.
- In the event of a discrepancy between the Paperless Bill and our billing records, you agree that our billing records will be taken as correct.



- The Services contain proprietary information of 407 ETR, including 407 ETR trademarks and logos. You are only permitted to use this content as expressly authorized by the Services. You may not copy, reproduce or use in any manner any 407 ETR trade-marks or logos, other than by printing out your Paperless Bill or Notice for your own personal use.
- You may cancel the Services by unsubscribing online at www.407etr.com, in accordance with these Terms and Conditions, after which your invoices for usage of Highway 407 ETR will be sent by ordinary mail and any Notices to be provided or sent to you will be sent as provided by applicable law.
- We reserve the right to change or discontinue, temporarily or permanently, the Services, or any element thereof, at any time without prior notice to you.
- These Terms and Conditions may be changed by us at any time upon notice to you. Your continued use of the Services following notification constitutes an acceptance of such changes and your agreement to be bound by them. If you do not agree to any such changes, your sole and exclusive remedy is to cancel your enrolment in the Services.
- We may display notices or messages using the Services to inform you of changes to these Terms and Conditions, the Services, or any element thereof, or other matters of importance; such communications shall constitute notice to you. Alternatively, we may provide notice of any changes to the Services, or any element thereof, or to these Terms and Conditions to you in writing, or via e-mail, at our sole discretion.
- You expressly understand and agree that your use of the Services is at your sole risk. The Services are provided on an “as is” and “as available” basis and we assume no responsibility for timeliness, deletion, manual delivery, or failure to store any user data, communications or personalization settings. We do not make or give any representation, warranty or condition of any kind, whether express or implied, statutory or otherwise, including without limitation, warranties as to uninterrupted or error-free transactions, privacy, security, merchantability, quality, title, non-infringement or fitness for a particular purpose, or those arising out of a course of dealing or usage of trade. In particular, we do not guarantee the timeliness, sequence, accuracy, completeness or functionality of any data, information or the service, nor shall we be responsible or liable to you or any other person for any negligent act or omission or for any act or occurrence due to any “force majeure” (i.e. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, act of terrorism, labour dispute, accident, act of government, power failure, equipment or software malfunction, or any other cause beyond our reasonable control). Any material downloaded or otherwise obtained by your using the Services, is done at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the downloading of such material. You agree also that we will not be liable to you or to any third party for any direct, indirect, incidental, special, punitive, exemplary, or consequential losses or damages, including loss of profits, goodwill, use, data or other intangible losses, even if we have been advised of the possibility of such damages, resulting directly or indirectly out of or otherwise arising in connection with: (i) your use of or inability to use the Services; (ii) unauthorized access to or alteration of your transaction data; or (iii) any other matter related to the use of the Services.
- You agree to defend, indemnify and hold harmless us, our affiliates, shareholders, and service providers and each of our, and their, respective directors, officers, employees, consultants and agents from and against all claims, losses, liability and expenses, including all legal fees and costs, arising out of your use of the Services and your breach of these Terms and Conditions.
- These Terms and Conditions and the documents referenced herein represent the entire understanding between you and us in respect of the Services.



- These Terms and Conditions will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract.

- These Terms and Conditions have been drafted in the English language at the express request of the parties. Les parties ont exigé que le présent contrat soit réalisé en anglais.

THIS BINDING AGREEMENT BETWEEN YOU AND 407 ETR IS REPRESENTED BY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND HAS BEEN SUCCESSFULLY COMPLETED.

PLEASE PRINT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR REFERENCE.